

EXHIBIT 1

3. In February 2013, TBC's senior executives decided to implement an arbitration agreement. In September 2013, TBC drafted the initial Mutual Agreement to Arbitrate Claims and Waiver of Class/Collective Actions (the "Arbitration Agreement"). The Arbitration Agreement was finalized in October 2013. A true and correct copy of the Arbitration Agreement is attached as Attachment 1. During October and November 2013, all of TBC's new hires and California employees were required to sign the Arbitration Agreement.

4. Between October 2013 and March 2014, TBC's IT department created access in the employee Portal so that the Arbitration Agreement could be posted to all current, non-California employees for their electronic signature. There was a delay during this time period because of Portal and production issues as this was the first document requiring employees' electronic signatures that was placed on the Portal. During February 2014, TBC's Human Resources department began drafting a memorandum about the Arbitration Agreement to all current, non-California employees.

5. On March 13, 2014, TBC provided all of its then current, non-California employees via the employee Portal the finalized Employee Memorandum (the "Employee Memorandum") and the Arbitration Agreement. A true and correct copy of the Employee Memorandum is attached to this Declaration as Attachment 2. In addition, a company-wide communication was circulated notifying employees of the Employee Memorandum and Arbitration Agreement. The Employee Memorandum requested that each employee acknowledge the Arbitration Agreement by March 21, 2014; however this was not a strict deadline, as many employees did not acknowledge the Arbitration Agreement until after that date.

6. As outlined on page 2 of the March 13, 2014 Employee Memorandum all current non-California employees hired prior to October 15, 2013 were required to electronically sign the Mutual Arbitration Agreement by following these steps:

- A. Employees had to log into the Portal by clicking a link and entering their user ID (their employee number) as well as a password. For first time users or those utilizing the reset option, the default password was the first two letters of the employee's last name followed by the last four digits of the employee's social security number. Users were then prompted to create their own personal passwords.
- B. Employees had to then navigate through two computer screens by clicking the Employee Self Service Tab and then clicking the Documents and Acknowledgments tab to view pending items.
- C. Employees next clicked on the document link for the Mutual Agreement to Arbitrate, which pulled up a PDF of the entire Mutual Arbitration Agreement. Employees had the option to print a copy of the agreement for their own records and to consult with legal counsel prior to electronically signing.
- D. Employees had to scroll through the entire Mutual Arbitration Agreement to the bottom of the very last page.
- E. Employees then signed the Mutual Arbitration Agreement electronically by entering the employee number in the first box followed by the last four digits of the employee's social security number in a second box and clicking the "Acknowledge" button.
- F. After clicking the "Acknowledge" button, a confirmation would appear and the Portal would then show that the Mutual Arbitration Agreement had been acknowledged along with the date and time of the employee's acknowledgement.

7. TBC considered the Mutual Arbitration Agreement to have been signed by each employee who filled in those two boxes and clicked the "Acknowledge" button.

8. For newer hires and rehires, TBC now utilizes an electronic onboarding process through the Kronos system. This was the system Alvin Street and Brianna Perez utilized when they were hired in 2016. New hires and rehires must log into the Kronos system using their personal information to begin their portion of the electronic onboarding process. They must enter their first names, last names, and the last 4 digits of their social security numbers to sign into Kronos. The onboarding employee then clicks to consent to reviewing and responding to

notices in electronic form and to using electronic signature technology to complete the onboarding documents. The onboarding employee continues to enter personal information such as emergency contacts, direct deposit information, Form W-4 information, etc.

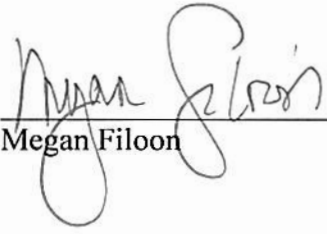
9. The Kronos system requires the onboarding employee to view each document before electronically signing. For example, when the onboarding employee clicks on “view” the Mutual Arbitration Agreement, the entire Agreement opens for viewing. Once the document has been viewed, the system gives the onboarding employee the option of electronically signing by clicking “Sign.” If an onboarding employee passes this page without viewing and signing the documents, an error message appears and the onboarding employee is not allowed to move on to the next screen in the onboarding process. As the new hires electronically sign the documents, a message appears as confirmation of the signature with the date and time stamp. After the onboarding employees have reviewed and signed all the documents, including the Mutual Arbitration Agreement, they are then asked to acknowledge that they have either printed or do not wish to print the signed documents. An onboarding employee cannot move forward in the hiring process without electronically signing all documents, including the Mutual Arbitration Agreement. Lastly, the system notifies the onboarding employee of how to electronically view the acknowledged documents again after hiring is complete. True and accurate copies of screen shots and instructions outlining this onboarding process are included as Attachment 3 to this declaration.

10. A true and correct copy of Alvin Street and Briana Perez’ Mutual Arbitration Agreements which were electronically signed via the Kronos onboarding system is attached to this declaration as Attachment 4. This electronic acknowledgment of the Mutual Arbitration Agreement was created at the time of the acknowledgment by the employee whose name appears

on the documents. These records are kept in the course of TBC's regularly conducted business and were a regular practice of that activity.

11. This declaration accurately reflects my personal knowledge. I declare under the penalty of perjury that the foregoing is true and correct to the best of my knowledge. I have first-hand knowledge of all statements made herein.

Executed on November 4, 2016.


Megan Filoon

WSACTIVE LLP:8833697.1

ATTACHMENT 1

**MUTUAL AGREEMENT TO ARBITRATE CLAIMS and
WAIVER OF CLASS/COLLECTIVE ACTIONS**

As a condition of my employment and/or continued employment with TBC Corporation or one of its affiliated entities, and for the mutual promises herein, Applicant/Employee (referred to in this Agreement as "Associate", "you") and the Company (collectively "the parties") agree that:

1. Except (a) as expressly set forth in the section titled "Claims *Not* Covered by this Agreement", and (b) as otherwise required by applicable law, any and all disputes, claims, complaints or controversies ("Claims") between you and TBC Corporation and/or any of its parents, subsidiaries, affiliates, agents, officers, directors, employees and/or any of its benefit plans, benefit plan fiduciaries, sponsors or administrators (collectively and individually the "Company"), that in any way arise out of or relate to your employment, the terms and conditions of your employment, your application for employment and/or the termination of your employment, will be resolved by binding arbitration and NOT by a court or jury. As such, the Company and you agree to forever waive and relinquish their right to bring claims against the other in a court of law.
2. To the maximum extent permitted by law, the parties agree that this Agreement is equally binding on any person who represents or seeks to represent you or the Company in a lawsuit against the other in a court of law. That is, the parties agree that no Claims may be initiated or maintained on a class action basis, collective action basis, or representative action basis either in court or arbitration. Any Claims must be brought in a party's individual capacity, and such claim may not be joined or consolidated in arbitration with Claims brought by other individuals. If, for any reason, this waiver of class actions/collective actions/representative actions is found to be unenforceable or invalid, then any such class, collective or representative action claim must be litigated and decided in a court of competent jurisdiction, and not in arbitration. Any issue concerning the enforceability or validity of this waiver must be decided by a court, and not by an arbitrator.

Claims Not Covered by this Agreement

The following matters are claims that are not covered by this Agreement and may be brought by either party in a court of competent jurisdiction or tribunal:

- Claims for workers' compensation benefits.
- Claims for unemployment compensation benefits.
- Proceedings before the National Labor Relations Board, the Equal Employment Opportunity Commission, the Department of Labor, the Occupational Safety and Health Commission, or any other federal, state or local administrative agency. However, you understand that any Claim that is not finally resolved through the agency proceedings must be submitted to arbitration in accordance with this Agreement.
- Claims that are expressly precluded from arbitration by a governing federal statute or regulation or by a state law that is not preempted by the Federal Arbitration Act.

- [Associates Outside California]: Any individual Claim that you may have against the Company or that the Company may have against you for injunctive relief that is based upon alleged unfair competition and/or the use and/or unauthorized disclosure of trade secrets or other confidential information.
- [Associates Inside California]: Applications to a court for provisional remedies may be made pursuant to Cal. Civ. Proc. Code Section 1281.8, upon the ground set forth in that Section.

Arbitration Procedures

The parties agree to use the American Arbitration Association ("AAA") to govern the arbitration proceeding. The Arbitration must be conducted before a single arbitrator in the State where the Associate was employed by the Company at the time the Claims arose. Any Arbitration will be in accordance with the then current employment arbitration rules and procedures of AAA¹, except to the extent any such rules and/or procedures are in conflict with any express term of this Agreement, in which case such term of this Agreement will control. The Arbitrator must have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure.

Fees and Costs

If you make the Demand for Arbitration, you must pay the AAA filing fee; provided such fee does not exceed the initial filing fee to commence an action in a court of competent jurisdiction, in which case the excess of that amount will be paid by the Company. If the Company makes the Demand for Arbitration, the Company must pay the entire AAA filing fee. The Company will pay any required administrative fees of the Arbitrator for his or her services, as well as any additional fees unique to arbitration. Each party will be responsible for paying his/her/its own attorney's fees and all other costs and fees incurred in connection with the Arbitration.

To the extent that it results in a greater recovery for you, the Company agrees to waive the limitations on the recovery of expert fees as an item of costs for reasonable expert fees incurred by you in any Arbitration in which (i) you prevail in an amount greater than the amount of the last settlement offer made by the Company, and (ii) such reasonable expert fees were incurred for an expert report or expert testimony that was ultimately admitted into evidence and relied upon by the Arbitrator in rendering the award.

Time Limitation for Commencing Arbitration

The parties are bound by the same statute of limitations that would have applied if the Claim was made in an administrative or judicial forum. The date on which AAA receives written notice by the party seeking arbitration stating that party's intention to arbitrate ("Demand for Arbitration") will be considered the date of filing for purposes of the statute of limitations.

In the event you file a Demand for Arbitration with AAA, you understand that you must serve the Company with a copy of the Demand for Arbitration within ten (10) calendar days of filing with AAA, directing the copy to the Company's General Counsel, 4300 TBC Way, Palm Beach Gardens, FL 33410. In the event the Company files a Demand for Arbitration, the Company must serve you with a copy of the Demand for Arbitration within ten (10) calendar days of filing with AAA, directing

¹ A copy of the AAA rules and procedures can be directly viewed and printed from the Company's online portal. Additionally, information about AAA and its rules and procedures can be found at www.adr.org.

the copy to the last address you provided to the Company in writing.

All service hereunder must be made by United States certified or registered mail, return receipt requested.

Judicial Enforcement

Either party may bring an action in any court of competent jurisdiction (1) to compel Arbitration under this Agreement, and (2) to enforce or vacate an arbitration award, if provided for by the laws of such jurisdiction.

Damages and Other Relief

Any Claim arbitrated hereunder is subject to the same limitations regarding damages and ability to obtain other relief, as well as affirmative rights to damages and other relief, as would have applied if the Claim was initiated in a judicial forum.

Survival; Modification; and Termination

This Agreement will survive the termination of your employment with the Company, as well as the termination or expiration of any benefit of such employment. In the event that your employment with the Company is severed or terminated and you are subsequently re-employed by the Company, this Agreement will remain in full force and effect during such subsequent employment and will survive the termination of such subsequent employment.

This Agreement supersedes any prior agreement between the parties concerning the subject matter of dispute resolution. This Agreement may only be modified, revoked and/or terminated by a subsequent written agreement that specifically states the parties' intent to modify, revoke and/or terminate this Agreement and that is signed by you and an Executive Vice President of the Company.

Construction

If any court of competent jurisdiction finds any part or provision of this Agreement void, voidable or otherwise unenforceable, such a finding will not affect the validity of the remainder of the Agreement and all other parts and provisions will remain in full force and effect.

Governing Law

This Agreement is governed by the Federal Arbitration Act and by the laws of the state where the Claim arose, to the extent those laws are not inconsistent with and/or preempted by the Federal Arbitration Act.

At-Will Employment

Your employment is not for any specific duration and either the Company or you may terminate your employment relationship at any time, with or without cause and with or without notice. This express at-will acknowledgement supersedes any and all prior representations and understandings, whether written or oral, express or implied, between the Company and you.

YOUR SIGNATURE BELOW ATTESTS TO THE FACT THAT:

1. YOU HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.
2. YOU ARE SIGNING THIS AGREEMENT VOLUNTARILY.
3. YOU ARE NOT RELYING ON ANY PROMISES OR REPRESENTATIONS BY THE COMPANY EXCEPT THOSE CONTAINED IN THIS AGREEMENT.
4. YOU UNDERSTAND THAT BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP THE RIGHT TO HAVE CLAIMS DECIDED BY A COURT OR A JURY.
5. YOU HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH PRIVATE LEGAL COUNSEL AT YOUR EXPENSE.

APPLICANT/EMPLOYEE

COMPANY

Signature

Title

Print Name

Employee Number

Date

ATTACHMENT 2



To: All TBC Associates-Enterprise
From: Human Resources
Date: March 13, 2014
Subject: ****IMPORTANT**** Document Acknowledgement in SAP Portal

Human Resources announces a new addition to your Employee Self Service (ESS) Portal that provides all Associates the ability to review and acknowledge TBC policies, processes, and documents. We are implementing the Portal Acknowledgment process with two important documents - the TBC Code of Conduct and the Mutual Agreement to Arbitrate Claims and Waiver of Class/Collective Actions.

TBC CODE OF CONDUCT ("Code"):

- **What is the Code?**
 - The Code covers a wide range of business policies and procedures Associates may encounter while working for TBC. Its purpose is to set forth basic principles and guidelines that all Associates are expected to follow while conducting business on behalf of TBC, whether on or off company premises.
- **Who is required to acknowledge the Code?**
 - All current salaried exempt Associates and California Store Managers are required to acknowledge the 2014 Code exclusively through the SAP Portal.

MUTUAL AGREEMENT TO ARBITRATE CLAIMS and WAIVER OF CLASS/COLLECTIVE ACTIONS ("Agreement"):

- **What is the Agreement?**
 - The Arbitration Agreement is a contract between Associates and the Company. Its purpose is to allow any Associate to bring any legal claim(s) against the Company in a quicker, less formal, and typically less expensive forum than the traditional filing of a lawsuit in court.
- **Who is required to acknowledge the Agreement?**
 - All current employees hired prior to October 15, 2013 are required to acknowledge Agreement.

TIMELINE AND ACKNOWLEDGMENT DIRECTION:

- **When are the Acknowledgments due?**
 - All Acknowledgments must be completed no later than Friday March 21, 2014.

ATTACHMENT 3



Documents and Acknowledgements Portal Directions:

1. Log onto the SAP Portal - <http://portal.tbccorp.com/irj/portal>
User Name: Employee Number
Password: Enter your specific password. Use the password reset option if you do not remember your password
2. Select *Employee Self Service Tab* (ESS)
3. Select *Documents and Acknowledgements* tab to view pending items
4. Click on the document link and review the PDF document in its entirety
5. At the bottom of the page, Enter Employee Number and last four digits of Social Security Number for your electronic signature
6. A message will appear indicating the acknowledgment has been recorded
7. Close Window

Notes:

- Use the Standard TBC IE (Internet Explorer) browser.
- First time users of the Portal or use of the Password Reset option require your entry of your default password which is the First two letters of your Last Name in caps and the last 4 digits of SSN" as logon.
- The page will have double scroll bars to the right. Use the scroll bar to the far right to scroll down to the Acknowledgement section.
- If you would like to see a history of all acknowledged documents, remove the check mark at the Display only unacknowledged documents option.
- If the message "Personnel number(s) cannot be locked" appears, payroll processing is taking place. Please close the document and try again later.
- See below for screen shots that display the process

Questions regarding SAP Portal access should be directed to the Help Desk at: 561-383-3000, extension #2217 or 800-344-7029. Questions regarding the content of the Acknowledgments can be directed to Human Resources.

Thank you in advance for your support and compliance with this important initiative.

Screenshots: See following pages for screenshot directions.



TBC CORPORATION

Home Employee Self-Service Manager Self-Service Reporting Workforce Management

Associate Overview Personal Information Benefits Paid Time Off Recording Documents & Acknowledgements

Personal Information

- [Bank Information](#)
View and update your payroll direct deposit information.
- [Emergency Contact](#)
View and update your emergency contacts.
- [Tax Information](#)
Update your federal or state tax filing status.
- [View and Change Address](#)
View and update your home address.
- [Personal Email](#)
View and update personal email.
- [Payroll Information](#)
View your payroll results via the ADP iPay website.
- [Pay Stub](#)
View your Pay Stub.
- [My Appraisal Documents](#)
View your performance review documents (For TBC Retail Group Only).
- [My Salary Information](#)
View your salary history.
- [Paid Time Off View](#)
- [Paid Time Off Benefit Summary](#)
- [SuccessFactors](#)

Benefits

[myTBCbenefits.com](#)
myTBCbenefits.com is the secure web site for all TBC Associates to find important benefit information, learn about their current benefits, make benefit elections or benefit changes due to life events.

Paid Time Off Recording

[Recording Paid Time Off](#)

Documents & Acknowledgements

[Documents](#)

TBC CORPORATION

Home Employee Self-Service Manager Self-Service Reporting

Associate Overview Personal Information Benefits Paid Time Off Recording Documents & Acknowledgements

Documents & Acknowledgements

Please review and acknowledge the documents listed below.

Start Date: 03/13/2014 End Date: 12/31/9999

Display Only Unacknowledged Documents: ☒

[Update](#)

Name	From	To	Acknowledged Date	Acknowledged By
Code of Conduct	04/01/2013	03/31/2014
Mutual Agreement to Arbitrate	04/01/2013	03/31/2014



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TBC CORPORATION

TBC Code of Conduct

I. POLICY STATEMENT

It is the policy of TBC Corporation and its affiliated companies (collectively "TBC") and its Directors, Officers, and Associates to comply with all laws governing its operations, to adhere to high ethical standards of business conduct, and to maintain a reputation for honest and fair dealings.

This Code of Business Conduct ("Code") sets forth basic principles and guidelines for Directors, Officers, and all employees ("Associates") involved in TBC's affairs and business. All activities conducted on behalf of TBC, whether on or off company premises, shall be conducted in accordance with this Code.

This Code covers a wide range of business policies and procedures. It does not cover every issue that may arise, but it does serve as a basic guide for all Directors, Officers, and Associates of TBC.

TBC has designated several persons to assist in resolving questions regarding the interpretation and application of this Code. TBC has also specified a procedure for Associates to report anonymously any concerns they may have with respect to adherence to this Code. Section XIV of this Code contains a list of the persons to contact and the procedure for anonymous inquiries and reporting.

II. COMPLIANCE WITH LAWS

Obedying both letter and spirit of the laws that apply to our business is the foundation upon which TBC's ethical standards are built. All Directors, Officers, and Associates must respect and obey the laws, rules and regulations of the cities, states, and countries in which TBC operates. Although Associates and Officers are not expected to know the details of each of these laws, rules and regulations, it is important to know enough to determine when to seek advice from supervisors, managers, or company executives. If a law, rule or regulation is unclear to you or you are unclear whether it applies, you should seek advice from the most senior level executive within your department or TBC's General Counsel or other member of the legal department.

At the end of each document is where you will electronically acknowledge.

I, _____, hereby certify and affirm that I have read the Code of Conduct.

Please enter your Employee Number and last four digits of your Social Security Number as your electronic signature.

Employee Number: Last four digits of SSH:

ATTACHMENT 4

MUTUAL AGREEMENT TO ARBITRATE CLAIMS and WAIVER OF CLASS/COLLECTIVE ACTIONS

As a condition of my employment and/or continued employment with TBC Corporation or one of its affiliated entities, and for the mutual promises herein, Applicant/Employee (referred to in this Agreement as "Associate", "you") and the Company (collectively "the parties") agree that:

1. Except (a) as expressly set forth in the section titled "Claims *Not* Covered by this Agreement", and (b) as otherwise required by applicable law, any and all disputes, claims, complaints or controversies ("Claims") between you and TBC Corporation and/or any of its parents, subsidiaries, affiliates, agents, officers, directors, employees and/or any of its benefit plans, benefit plan fiduciaries, sponsors or administrators (collectively and individually the "Company"), that in any way arise out of or relate to your employment, the terms and conditions of your employment, your application for employment and/or the termination of your employment, will be resolved by binding arbitration and NOT by a court or jury. As such, the Company and you agree to forever waive and relinquish their right to bring claims against the other in a court of law.
2. To the maximum extent permitted by law, the parties agree that this Agreement is equally binding on any person who represents or seeks to represent you or the Company in a lawsuit against the other in a court of law. That is, the parties agree that no Claims may be initiated or maintained on a class action basis, collective action basis, or representative action basis either in court or arbitration. Any Claims must be brought in a party's individual capacity, and such claim may not be joined or consolidated in arbitration with Claims brought by other individuals. If, for any reason, this waiver of class actions/collective actions/representative actions is found to be unenforceable or invalid, then any such class, collective or representative action claim must be litigated and decided in a court of competent jurisdiction, and not in arbitration. Any issue concerning the enforceability or validity of this waiver must be decided by a court, and not by an arbitrator.

Claims Not Covered by this Agreement

The following matters are claims that are not covered by this Agreement and may be brought by either party in a court of competent jurisdiction or tribunal:

- Claims for workers' compensation benefits.
- Claims for unemployment compensation benefits.
- Proceedings before the National Labor Relations Board, the Equal Employment Opportunity Commission, the Department of Labor, the Occupational Safety and Health Commission, or any other federal, state or local administrative agency. However, you understand that any Claim that is not finally resolved through the agency proceedings must be submitted to arbitration in accordance with this Agreement.
- Claims that are expressly precluded from arbitration by a governing federal statute or regulation or by a state law that is not preempted by the Federal Arbitration Act.

- [Associates Outside California]: Any individual Claim that you may have against the Company or that the Company may have against you for injunctive relief that is based upon alleged unfair competition and/or the use and/or unauthorized disclosure of trade secrets or other confidential information.
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Fees and Costs

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To the extent that it results in a greater recovery for you, the Company agrees to waive the limitations on the recovery of expert fees as an item of costs for reasonable expert fees incurred by you in any Arbitration in which (i) you prevail in an amount greater than the amount of the last settlement offer made by the Company, and (ii) such reasonable expert fees were incurred for an expert report or expert testimony that was ultimately admitted into evidence and relied upon by the Arbitrator in rendering the award.

Time Limitation for Commencing Arbitration

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the copy to the last address you provided to the Company in writing.

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Judicial Enforcement

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Damages and Other Relief

Any Claim arbitrated hereunder is subject to the same limitations regarding damages and ability to obtain other relief, as well as affirmative rights to damages and other relief, as would have applied if the Claim was initiated in a judicial forum.

Survival; Modification; and Termination

This Agreement will survive the termination of your employment with the Company, as well as the termination or expiration of any benefit of such employment. In the event that your employment with the Company is severed or terminated and you are subsequently re-employed by the Company, this Agreement will remain in full force and effect during such subsequent employment and will survive the termination of such subsequent employment.

This Agreement supersedes any prior agreement between the parties concerning the subject matter of dispute resolution. This Agreement may only be modified, revoked and/or terminated by a subsequent written agreement that specifically states the parties' intent to modify, revoke and/or terminate this Agreement and that is signed by you and an Executive Vice President of the Company.

Construction

If any court of competent jurisdiction finds any part or provision of this Agreement void, voidable or otherwise unenforceable, such a finding will not affect the validity of the remainder of the Agreement and all other parts and provisions will remain in full force and effect.

Governing Law

This Agreement is governed by the Federal Arbitration Act and by the laws of the state where the Claim arose, to the extent those laws are not inconsistent with and/or preempted by the Federal Arbitration Act.

At-Will Employment

Your employment is not for any specific duration and either the Company or you may terminate your employment relationship at any time, with or without cause and with or without notice. This express at-will acknowledgement supersedes any and all prior representations and understandings, whether written or oral, express or implied, between the Company and you.

YOUR SIGNATURE BELOW ATTESTS TO THE FACT THAT:

1. YOU HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.
2. YOU ARE SIGNING THIS AGREEMENT VOLUNTARILY.
3. YOU ARE NOT RELYING ON ANY PROMISES OR REPRESENTATIONS BY THE COMPANY EXCEPT THOSE CONTAINED IN THIS AGREEMENT.
4. YOU UNDERSTAND THAT BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP THE RIGHT TO HAVE CLAIMS DECIDED BY A COURT OR A JURY.
5. YOU HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH PRIVATE LEGAL COUNSEL AT YOUR EXPENSE.

APPLICANT

alvin street

Signature

alvin street

Print Name

5/20/16, 11:29:36 AM

Date

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2. To the maximum extent permitted by law, the parties agree that this Agreement is equally binding on any person who represents or seeks to represent you or the Company in a lawsuit against the other in a court of law. That is, the parties agree that no Claims may be initiated or maintained on a class action basis, collective action basis, or representative action basis either in court or arbitration. Any Claims must be brought in a party's individual capacity, and such claim may not be joined or consolidated in arbitration with Claims brought by other individuals. If, for any reason, this waiver of class actions/collective actions/representative actions is found to be unenforceable or invalid, then any such class, collective or representative action claim must be litigated and decided in a court of competent jurisdiction, and not in arbitration. Any issue concerning the enforceability or validity of this waiver must be decided by a court, and not by an arbitrator.

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- [Associates Inside California]: Applications to a court for provisional remedies may be made pursuant to Cal. Civ. Proc. Code Section 1281.8, upon the ground set forth in that Section.

Arbitration Procedures

The parties agree to use the American Arbitration Association ("AAA") to govern the arbitration proceeding. The Arbitration must be conducted before a single arbitrator in the State where the Associate was employed by the Company at the time the Claims arose. Any Arbitration will be in accordance with the then current employment arbitration rules and procedures of AAA¹, except to the extent any such rules and/or procedures are in conflict with any express term of this Agreement, in which case such term of this Agreement will control. The Arbitrator must have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure.

Fees and Costs

If you make the Demand for Arbitration, you must pay the AAA filing fee; provided such fee does not exceed the initial filing fee to commence an action in a court of competent jurisdiction, in which case the excess of that amount will be paid by the Company. If the Company makes the Demand for Arbitration, the Company must pay the entire AAA filing fee. The Company will pay any required administrative fees of the Arbitrator for his or her services, as well as any additional fees unique to arbitration. Each party will be responsible for paying his/her/its own attorney's fees and all other costs and fees incurred in connection with the Arbitration.

To the extent that it results in a greater recovery for you, the Company agrees to waive the limitations on the recovery of expert fees as an item of costs for reasonable expert fees incurred by you in any Arbitration in which (i) you prevail in an amount greater than the amount of the last settlement offer made by the Company, and (ii) such reasonable expert fees were incurred for an expert report or expert testimony that was ultimately admitted into evidence and relied upon by the Arbitrator in rendering the award.

Time Limitation for Commencing Arbitration

The parties are bound by the same statute of limitations that would have applied if the Claim was made in an administrative or judicial forum. The date on which AAA receives written notice by the party seeking arbitration stating that party's intention to arbitrate ("Demand for Arbitration") will be considered the date of filing for purposes of the statute of limitations.

In the event you file a Demand for Arbitration with AAA, you understand that you must serve the Company with a copy of the Demand for Arbitration within ten (10) calendar days of filing with AAA, directing the copy to the Company's General Counsel, 4300 TBC Way, Palm Beach Gardens, FL 33410. In the event the Company files a Demand for Arbitration, the Company must serve you with a copy of the Demand for Arbitration within ten (10) calendar days of filing with AAA, directing

¹ A copy of the AAA rules and procedures can be directly viewed and printed from the Company's online portal. Additionally, information about AAA and its rules and procedures can be found at www.adr.org.

the copy to the last address you provided to the Company in writing.

All service hereunder must be made by United States certified or registered mail, return receipt requested.

Judicial Enforcement

Either party may bring an action in any court of competent jurisdiction (1) to compel Arbitration under this Agreement, and (2) to enforce or vacate an arbitration award, if provided for by the laws of such jurisdiction.

Damages and Other Relief

Any Claim arbitrated hereunder is subject to the same limitations regarding damages and ability to obtain other relief, as well as affirmative rights to damages and other relief, as would have applied if the Claim was initiated in a judicial forum.

Survival; Modification; and Termination

This Agreement will survive the termination of your employment with the Company, as well as the termination or expiration of any benefit of such employment. In the event that your employment with the Company is severed or terminated and you are subsequently re-employed by the Company, this Agreement will remain in full force and effect during such subsequent employment and will survive the termination of such subsequent employment.

This Agreement supersedes any prior agreement between the parties concerning the subject matter of dispute resolution. This Agreement may only be modified, revoked and/or terminated by a subsequent written agreement that specifically states the parties' intent to modify, revoke and/or terminate this Agreement and that is signed by you and an Executive Vice President of the Company.

Construction

If any court of competent jurisdiction finds any part or provision of this Agreement void, voidable or otherwise unenforceable, such a finding will not affect the validity of the remainder of the Agreement and all other parts and provisions will remain in full force and effect.

Governing Law

This Agreement is governed by the Federal Arbitration Act and by the laws of the state where the Claim arose, to the extent those laws are not inconsistent with and/or preempted by the Federal Arbitration Act.

At-Will Employment

Your employment is not for any specific duration and either the Company or you may terminate your employment relationship at any time, with or without cause and with or without notice. This express at-will acknowledgement supersedes any and all prior representations and understandings, whether written or oral, express or implied, between the Company and you.

YOUR SIGNATURE BELOW ATTESTS TO THE FACT THAT:

1. YOU HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.
2. YOU ARE SIGNING THIS AGREEMENT VOLUNTARILY.
3. YOU ARE NOT RELYING ON ANY PROMISES OR REPRESENTATIONS BY THE COMPANY EXCEPT THOSE CONTAINED IN THIS AGREEMENT.
4. YOU UNDERSTAND THAT BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP THE RIGHT TO HAVE CLAIMS DECIDED BY A COURT OR A JURY.
5. YOU HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH PRIVATE LEGAL COUNSEL AT YOUR EXPENSE.

APPLICANT

Brianna Perez

Signature

Brianna Perez

Print Name

5/26/16, 4:07:08 PM

Date